

MEMORANDUM OF UNDERSTANDING
among
GOVERNMENTAL AND OTHER ENTITIES IN IDAHO
for the
COLLECTION, PRODUCTION AND SHARING OF GEOSPATIAL DATA
and the
ESTABLISHMENT OF A COORDINATED STATEWIDE GEOSPATIAL DATA
CLEARINGHOUSE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the signatories hereto.

WHEREAS, the Information Technology Resource Management Council (ITRMC), charged in Idaho Code section 67-5745C to promote cooperative information technology efforts, recognizes that advances in computer technology have made the use of digital, computerized mapping a highly valuable tool to support a variety of programs and that geographic information systems (GIS) are an increasingly important analytical tool to support economic development, track trends, improve productivity, manage natural and cultural resources, and address service delivery issues not possible by conventional information systems.

WHEREAS, limitations on the State's ability to access, integrate, and analyze geographic information quickly and accurately place the State at a competitive disadvantage in responding to public and private development initiatives and opportunities.

WHEREAS, users of geospatial data currently struggle to assemble the information to address their mandates or fill requests, as much of the required data might be in different physical locations, does not exist in digital form or is unavailable. Moreover, the shared use of a coordinated state-level GIS clearinghouse would alleviate this hardship.

WHEREAS, Interactive Numeric and Spatial Information Data Engine for Idaho (INSIDE Idaho) (as defined below) has the infrastructure and staff in place to serve as the State GIS clearinghouse and INSIDE Idaho is an NSDI-compliant clearinghouse in Idaho.

WHEREAS, this MOU will provide a vehicle for the development and distribution of digital data, decreasing the redundant collection of the same digital data, increasing multi-agency and/or organization data sharing efforts, and providing a cost savings to taxpayers consistent with the Paperwork Reduction Act of 1980, OMB Circular A-130 (mandates federal agencies share available information to the extent practicable) and OMB Circular A-16 (development of a coordinated NSDI).

WHEREAS, this MOU will enhance geospatial data availability to the general public including: all levels of government, individuals, private companies, K-12 schools and institutions of higher learning.

WHEREAS, this agreement promotes partnerships and fosters collaboration between geospatial data users and producers from all sectors, public and private in Idaho.

NOW THEREFORE, the parties hereto enter this MOU for the purpose of sharing and exchanging digital geospatial information in the state of Idaho through INSIDE Idaho.

I. OBJECTIVES

1. Provide for the exchange of geospatial data between participants. Cooperate in the sharing of geospatial data in order to realize maximum operating efficiency and cost savings.
2. Provide for centralized public access to distributed data sets via a seamless Internet interface.
3. Assist in coordinating efforts when feasible and practical to avoid duplication of effort in production and collection of geospatial digital data in Idaho.
4. Coordinate contributions and updates to National Spatial Data Infrastructure (NSDI) framework data made by participating agencies.
5. Assist in the development and implementation of statewide data standards to better support business practices and assure accuracy and consistency of data.
6. Develop a strategy for long-term retention and archiving of outdated geospatial data sets.

II. AUTHORITY

1. As per Presidential Executive Order 12906, April 11, 1994, the National Performance Review recommendation to implement the NSDI to support public and private sector applications of digital data and to avoid wasteful duplication of effort and to promote effective and economical management of resources by federal, state, local and tribal governments.
2. Under Executive Order 2001-07, April 2001, creating the Idaho Geospatial Committee, state agencies are authorized to share and exchange information.
3. Public Records Law - Idaho Code Sections 9-337 through 9-350.

III. DEFINITIONS

Alphanumeric Data means data represented by letters, numbers, symbols, or perhaps with special characters, and the space character. It is often referred to as data that you read versus data that you “see” (spatial data). Alphanumeric data is usually presented in textual or tabular format.

Data means factual information, especially information organized for analysis or used to reason or make decisions. Data is represented by numbers, characters, images or other method of recording,

in a form that can be input into a computer, stored and processed there, or transmitted on some digital channel. Computers nearly always represent data in binary form.

Digital Data means data in a form that can be processed by a computer. This data is alphanumeric/numeric and can be referred to as geospatial data within a Geographic Information System.

Federal Agencies within Idaho means any federal agency with offices (state, regional or field) located in the state of Idaho.

FGDC-Compliant Metadata means metadata that conforms to the Federal Geographic Data Committee's most current standard.

Framework Data means primary data upon which other data layers are built. Framework data is usually described as "data you can trust" -- the best available data for an area, certified, standardized, and described according to a common standard and stated in the metadata.

Framework Data Committees means volunteer effort at developing standards and policies for framework data production, collection and distribution. GIS applications of many different disciplines have a recurring need for a few themes of data. Framework data is a collaborative community-based effort in which these commonly needed data themes are developed, maintained, and integrated by public and private organizations within a geographic area. Local, regional, state and federal government organizations and private companies see the framework as a way to share resources, improve communications, and increase efficiency.

Geospatial Data means the locations and descriptions of geographic features. It is the composite of spatial data and alphanumeric/numeric data. The primary requirement for the source data (description of geographic features) is that the locations for the features are known. Location may be annotated by x, y, and z coordinates of longitude, latitude, and elevation, or by such systems as ZIP codes or highway mile markers. Any data that can be located geospatially can be used in a GIS.

Idaho Geospatial Committee (IGC) means the committee established by Executive Order 2001-07 to provide policy direction on matters relating to geospatial information. It reports to the Information Technology Resource Management Council.

INSIDE Idaho means the Internet-based geospatial data clearinghouse developed by the University of Idaho's Library with the objective of serving as a digital spatial and numeric data library for the State of Idaho. In 1999, INSIDE Idaho was created at the University of Idaho Library using a Congressionally-appropriated National Leadership grant awarded by the Institute of Museum and Library Services. Additional grants were received from the US Geological Survey to create FGDC-compliant metadata and enhance Internet mapping. The URL for the web site is: <http://insideidaho.org>. INSIDE Idaho is a cooperative effort between the University of Idaho and many federal and state agencies, as well as local communities. INSIDE Idaho serves as a facilitator, bringing people and agencies together to form partnerships, share

expensive and large dataset purchases, exchange technological expertise, and provide metadata training.

Metadata means “data about data.” It provides information about the data, such as description, source, accuracy, currency, reliability, and technical details that allow the user to judge whether the data set is appropriate for the intended use. Metadata is usually contained in a data repository or data dictionary.

Non-Sensitive Data means data not exempt from disclosure under the Idaho Public Records Act or the Freedom of Information Act.

NSDI means the National Spatial Data Infrastructure, defined as the technologies, policies, and people necessary to promote sharing of geospatial data throughout all levels of government, the private and non-profit sectors, and the academic community. Federal Executive Order 12906 called for the establishment of the National Spatial Data Infrastructure.

Participants mean those agencies, federal, state, local, tribal or private which have signed this Memorandum of Understanding.

Proprietary/Confidential Information or Data means data that is submitted to the Government in expectation of confidentiality, the release of which would result in substantial competitive harm to the submitter.

Spatial Data means Alpha, Numeric, and X/Y coordinate data. It refers to geographically referenced features that are described by geographic positions and attributes in an analog or computer readable (digital) form. Spatial data includes data derived from remote sensing, mapping and survey technologies.

Steering Committee means a committee to provide guidance on the direction and development of the statewide Geospatial Data Clearinghouse.

IV. MANAGEMENT PLAN

1. Data Sharing

- The participating organizations agree to share information for their mutual benefit in order to minimize duplication of efforts and expenditures and to enhance intergovernmental cooperation.
- Data shared/exchanged on the INSIDE Idaho site must be documented with FGDC-compliant metadata provided by GIS data creators.

2. Idaho Geospatial Data Clearinghouse

- Statewide Geospatial Steering Committee:

A statewide steering committee will be a policy level group, created to provide guidance on the direction and development of the statewide Geospatial Data Clearinghouse. The membership will be made up of eight members: the INSIDE Idaho Administrator (Chair), the Idaho Geospatial Committee Chair, the State GIS Coordinator, the Federal Framework Coordinator (see Definition), and four other members recommended by IGC to ITRMC for final approval.

- INSIDE Idaho will serve as the statewide geospatial data clearinghouse:

INSIDE Idaho will provide core geospatial data that is generated or produced by participating organizations in Idaho. INSIDE Idaho provides both virtual and traditional access to geospatial data through a robust server configuration on the Internet and by access to data through the staff at the University of Idaho Library.

- National Spatial Data Infrastructure Node:

The statewide geospatial data clearinghouse will be a National Spatial Data Infrastructure (NSDI) node searchable through the FGDC clearinghouse at <http://www.fgdc.gov>. The posting of FGDC-compliant metadata to a clearinghouse is a requirement of Federal Executive Order 12906. INSIDE Idaho meets the intent of this order; the Federal Executive Order 12906 mandate only applies to federal agencies.

3. Data Sets

- At minimum, core framework data will be accessible through INSIDE Idaho. Core framework data includes but is not limited to the following layers:

Primary Data:

- Digital Ortho-imagery
- Elevation
- Geodetic Control
- Government Units and Boundaries
- Hydrography
- Ownership
- Transportation

Secondary Data:

- Cadastral Reference Systems
- Climate
- Demography
- Geology
- Land Cover/Vegetation
- Land Use
- Soils
- US Census Bureau / TIGER Files
- Wetlands

- All State agency-specific data will be maintained by the responsible agency and made available through INSIDE Idaho as required by and subject to applicable provisions of Idaho Code.
- Organizations may participate by storing their data locally or on the INSIDE Idaho servers.
- If the data set(s) is to be stored locally, participating organizations will provide:
 - a. An FGDC-compliant metadata record for the data set(s).
- If the data set(s) is to be stored on the INSIDE Idaho servers, participating organizations will provide:
 - a. The GIS data set(s).
 - b. An FGDC-compliant metadata record for the data set(s).

Additionally, organizations may provide:

 - c. A browse graphic image for the data set(s).
- The participating organizations will provide updates to their data maintained on their own servers or on INSIDE Idaho in order to keep that data and information at its most current level.
- Framework data committees, called Technical Working Groups, will coordinate data collection and standards dealing with attributes, accuracy, currentness, completeness, and other data elements.

V. TERMS OF AGREEMENT

1. This MOU is executed upon signatures of participating organizations and expires on December 31, 2007 at which time it will be subject to review, renewal or expiration. Additional organizations can become participants by signing at any time during MOU existence.
2. This MOU in no way restricts the right of a party, such right existing outside the MOU, to participate in similar activities with other public or private agencies, organizations or individuals.

VI. ADMINISTRATION

1. By signing this agreement on behalf of a participating organization, the signer represents that they have the necessary authority to bind the participating agency for which they sign.
2. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or

expend funds in excess of available appropriations. This document does not constitute a financial obligation to the participating organizations.

3. This agreement is not a substitute for any statutory, regulatory or policy obligations a participating agency may have. Any such obligations a participating organization may have are still binding to that organization.
4. Any participant may propose changes to this MOU during its term. Such changes will be in the form of an amendment and will become effective upon signature by all the participants.
5. A participating member may withdraw from this MOU following notice to all participants.
6. Differences between participants concerning data, which cannot be resolved at the operational level, will be referred to the Geospatial Clearinghouse Steering Committee.

VII. SPECIAL TERMS AND CONDITIONS

1. State records that are classified as private, controlled, or protected under applicable provisions of Idaho law shall not be provided pursuant to this MOU. Similarly, federal records exempt from release under the provisions of the Freedom of Information Act (FOIA) or which are confidential or proprietary shall not be provided pursuant to this MOU unless discretionary authority exists for the exemption. It is the responsibility of the participating agency to ensure that data provided to INSIDE Idaho is subject to disclosure under applicable state or federal laws. INSIDE Idaho shall have no liability for the disclosure of data provided to INSIDE Idaho under this agreement. Preparation of digital data shall be the responsibility of participating agencies.
2. No agreement to share or exchange data will confer exclusive rights to data to or by any of the parties.
3. This MOU may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
4. This instrument is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the Participant of any contract or other agreement. Any contract or agreements for training or other services must fully comply with all applicable requirements for competition.

5. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

IN WITNESS WHEREOF, the participating agencies have executed this Memorandum of Understanding.



Pamela Ahrens, Chairman
Information Technology Resource Management Council
